

General Terms and Conditions of Purchase

1. Conclusion of Contract

- 1.1 Our General Terms and Conditions of Purchase form the basis of our orders. Other conditions are not considered part of the contract except in cases where we have provided our explicit, written agreement. Our terms and conditions of purchase also apply if we accept the supplier's shipment with knowledge of contradictory conditions or conditions of the supplier which deviate from our purchase conditions.
- 1.2 If the supplier does not accept the order within 5 days of receipt, we are entitled to cancel it free of charge.
- 1.3 All types of contractual agreement, as well as amendments and supplements, must be in written form. Verbal agreements only become binding when confirmed by us in writing. Orders, delivery schedules as well as their modification and supplementation can – following previous agreement – be made by remote data transmission or data medium legible via machine.
- 1.4 There are no entitlements to remuneration or compensation for visits or calculations in respect of offers, projects etc.

2. Prices

- 2.1 The prices stipulated in the order are binding, fixed prices excluding the value added tax applicable at the time of order. They are inclusive of everything supplier has to do to fulfil his supply/service obligation.
- 2.2 Costs for freight and packaging to the point of delivery or use stipulated by us are contained in the prices quoted where nothing else has been agreed on.

3. Dispatch, Packaging, Insurance

- 3.1 Dispatch is always completed carriage free at the risk of the supplier where nothing else has been agreed on. The risk of any deterioration, including loss, of the purchase is borne by the supplier until delivery at the point of delivery or use stipulated by us.
- 3.2 Each delivery must be immediately controlled in accordance with the dispatch note which contains precise details on type, quantity and weight. Dispatch notes, consignment notes and all correspondence must contain our order number; if this information is missing, we are not deemed liable for any delays in subsequent processing.
- 3.3 We only accept lots or quantities ordered by us. Over deliveries and under deliveries are only possible following prior agreements with us. We are not liable to pay the costs for over deliveries.
- 3.4 Your obligation to take back packaging is aligned to the applicable legal regulations. If packaging is ordered by us separately, we are entitled to return packaging which is in a good condition to the suppliers, carriage free, for a refund of 2/3 of the value stipulated for the respective packaging in the invoice.

4. Delivery Schedules, Delivery Delays, Acts of God

- 4.1 The delivery schedule stipulated in the order is binding and must be maintained. The decisive factor regarding maintaining delivery schedules is receipt of the goods at the point of delivery or use stipulated by us or their timely official acceptance.
- 4.2 If the supplier realises that a schedule agreed on cannot be met for any reason, he must inform us immediately, in writing, stating the reason and duration of the delay.
- 4.3 If the supplier is responsible for delays, we are entitled to charge a contractual penalty for each working day begun affected by the delay at an amount of 0.3% but up to a maximum of 5% of the total contract amount. If the appropriate reservation is omitted at the time the delivery, work or supplementary performance is accepted, the contractual penalty can be asserted up until the final payment. The agreement on the provision concerning contractual penalties or their assertion does not affect our entitlements to legal claims in respect of delays. Particular attention must be paid in respect of our entitlement to claim for compensation instead of the work being completed and withdrawal from the contract following the fruitless expiry of a reasonable period of reprieve. If we demand compensation, the supplier is entitled to provide evidence to us that he is not responsible for the violation of obligation. Any contractual penalties paid must be deducted from the compensation sum claimed for. Acceptance of delayed deliveries or work performance does not assume waiver of claims for compensation. If, despite delays in the schedule, we declare ourselves prepared to accept the goods, any additional costs incurred for speeding up delivery will be charged to the suppliers.
- 4.4 Acts of God and industrial disputes exonerate the contractual partners from their contractual obligations for the duration of the disruption and scope of their effects. The contractual partners are obliged to provide the necessary information immediately and adapt their obligations to the changed conditions in good faith, within the scope of that considered reasonable. We are fully or partly exonerated from the obligation to accept the delivery/work performance ordered and entitled to withdrawal from contract, when the delivery/work performance is no longer usable by us, taking economic aspects into account, as a result of delays caused by the Act of God or industrial dispute.
- 4.5 In the case of deliveries earlier than the date agreed, we retain the right to return the goods at the cost and risk of the suppliers. If early deliveries are not returned, the goods will be stored by us until the scheduled delivery date at the cost and risk of the suppliers.

- 4.6 Deliveries must be made in full. If partial deliveries have been agreed on, we are entitled to stipulate individual dates and use the parts delivered without thereby recognising the overall delivery as complying to the contract.

5. Hazardous Substances/Hazardous Materials

- 5.1 It is essential to observe the legally defined regulations, particularly the Ordinance on Hazardous Substances/Transport of Hazardous Substances (GefStoffV/GGVSEB) and associated technical regulations/standards. Personnel assigned by the contractor must follow instructions and our accident prevention regulations during delivery. The contractor must ensure that the corresponding factually correct, fully completed safety data sheets concerning safety@nsw.com are sent to us prior to delivery in accordance with the REACH directive. We must be informed of any hazardous substances involved in completing the work. We submit an approval.
- 5.2 **REACH:** The contractor must ensure that the requirements stipulated in the REACH directive, particularly those concerning the timely registration and preregistration, are maintained. The contractor must be informed that only products which fulfil the requirements in the REACH directive fully and properly may be used.

6. Free issue material

- 6.1 Free issue materials must be controlled immediately by suppliers; we must be informed of any complaints immediately, in writing. The supplier must store our free issue materials separately and identify our property on the free issue materials themselves and in his business documents. The supplier must confirm this in writing. There is agreement that goods produced as a result of our orders, for which we have paid an instalment or made a supply, become our property. Transfer of possession is thus replaced by the supplier storing the goods for us, free of charge, with the due care and attention of a proper businessman.
- 6.2 We are entitled to control the separate storage, proper identification and corresponding recording of this on the site at any time.
- 6.3 The supplier has no rights to assert a purchase of property after processing one of our free issue material to a new product. The supplier completes such a process for us. If the supplier purchases co-ownership as a result of compounding or mixing, he relinquishes his co-ownership share to us. Transfer of possession is thus replaced by the supplier storing the product for us, free of charge. The supplier must inform us immediately in the case of access by third parties to goods belonging to us and provide all means of support, at his cost, to us to prevent such access. The obligation of disclosure applies accordingly in the case of initiation of arrangement or insolvency proceedings. A right of retention is excluded in all cases.

7. Invoicing, Payment

- 7.1 Duplicate copies of the invoice must be sent to us when the goods are dispatched but separate from the goods themselves. Order number and mandatory information in accordance with § 14 UStG (German VAT Act) must be specified on each invoice. Improperly submitted invoices only become valid from the moment they are received by us corrected.
- 7.2 Payment must be made within 60 days strictly net, calculated according to delivery/work performance and proper invoice receipt where nothing else has been agreed on.
- 7.3 Where certificates regarding material tests have been agreed on, they form an important component part of the delivery and must be sent to testcertificates@nsw.com prior to delivery; or with delivery of the goods at the latest.
- 7.4 According to the law, we have rights of set-off and retention. We are entitled to offset all the claims which the supplier has against us against all the claims to which General Cable Corporation, Highland Heights, KY, USA (General Cable) is entitled against the supplier or to which corporations of subsidiaries (acc. To Section 18 of the German Stock Corporation Act (AktG) are directly or indirectly majority-owned or controlled by General Cable are entitled against the supplier at the time of offsetting.
- 7.5 In the case of prepayments, the supplier must provide a reasonable surety in the form of a directly-liable suretyship corresponding to the gross order value to a bank recognised by us and free of charge if requested to do so.

8. Warranty, Guarantee

- 8.1 The supplier guarantees that all the items delivered by him and all the work performed by him comply with state-of-the-art technology, with the applicable legal regulations and regulations and guidelines implemented by administrative bodies, with the employers' liability insurance associations and trade associations and the prescribed functions and specifications, particularly in respect of our resources regulations, are in accordance with the valid version of the accident prevention and industrial safety regulations and generally accepted industrial health and safety regulations and are taken into account by the applicable EU law where this is not already covered by the freedom from defects to be achieved. If deviations from these regulations are necessary in individual cases, the supplier must obtain our written

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- agreement. The guarantee obligation of the supplier is not affected by this agreement. If the supplier has doubts regarding the type of construction ordered by us, he must inform us immediately, in writing. The goods delivered will be inspected by us after a reasonable time that they are externally intact and complete. The acceptance of goods is always with reservation in respect of quality, condition and quantity. Testing goods at the supplier's plant or stores is considered neither delivery nor acceptance. If the packaging shows signs of damage, we are entitled to reject acceptance of the delivery without checking the contents. The return of goods will include the invoice and be at the risk of the supplier. The suppliers will be informed in writing, immediately or within 14 days of receipt of goods at the latest, of obvious defects in the delivery/work performance as soon as they are detected in accordance with the conditions of a proper business process. Notification of hidden defects will be provided immediately following their discovery. Payment for the goods does not imply their acceptance as contractually compliant and free of defects.
- 8.2 Defects in the delivery/work performed, which include the failure to supply guaranteed data and non-fulfilment of assured characteristics, which occur during the warranty or guarantee period, must be eliminated by the supplier, on request, immediately and free of charge including all additional expenses according to our wishes by means of repair or replacement of the defective parts at the place of fulfilment. More extensive legal claims, particularly in respect of redhibition, deterioration, compensation delivery and/or claims for damages, remain unaffected.
- 8.3 If the supplier is to blame for failing to fulfil his warranty or guarantee obligations within a reasonable period of respite set by us, we can take the necessary measures ourselves or have them made by third parties at his cost and risk regardless of the warranty or guarantee obligations. In urgent cases, we can complete touch-up work ourselves or have third parties complete it following agreement with the supplier. We can clear up small defects ourselves without prior consultation with the supplier - thus fulfilling our duty to minimise loss - and charge the expenses incurred to the supplier without the supplier's warranty or guarantee obligations being affected. This also applies when there is a threat of unusually high damages. We are also within our rights to claim compensation for costs ensued for the test when we are forced to perform more extensive tests beyond the scope of standard spot checks during the incoming goods test as a result of the above-average occurrence of defects. Defective goods can be either stored by us or returned to the supplier at his cost and risk. On the day that the notification concerning return of the defect goods is dispatched, the title to goods is transferred back to the supplier. The transfer is replaced by us storing the goods for the supplier. Defects which are only discovered during processing or using the goods also entitle us to compensation for the wasted costs ensued.
- 8.4 The warranty or guarantee period is 36 months where there is no legal extension to the period. It begins with handover of the delivery item to us or the third party named by us at the prescribed point of delivery or use. In the case of products intended for resale - also in connection with our finished products - the period begins following acceptance by our customer. It runs 36 months following acceptance by us at the most.
- 8.5 In the case of equipment, machines and systems, the period of guarantee begins with the acceptance date specified in the written acceptance letter of our Purchasing Dept. If acceptance is delayed but is not the fault of the supplier, the 36 months begins following provision of the delivery item for acceptance. In the case of delivery parts which could not remain in operation during examination of the defect and/or defect clearance, a running warranty or guarantee period is extended by the period representing the interruption of operation. In the case of parts supplied for improvements or replacements, the period - beyond legal suspension of expiration - of warranty or guarantee begins anew.
- 8.6 The supplier shall waive the claim of late notice of deficiencies (Section 377, 381, para 2 of the German commercial code (HGB) for other than apparent defects.
- 8.7 In order to maintain our rights to claims under the terms of guarantee beyond the period of guarantee, it is sufficient when we notify the supplier of the defect within the period of guarantee.
- 8.8 If claims are asserted against us due to violation of governmental safety regulations or due to domestic or foreign product liability laws caused by a defect in our product which can be traced back to a delivery from the supplier, we are entitled to request compensation for these damages from the supplier according to the provisions regarding the product supplied by him. These damages also include possible consequential damage and the costs of a precautionary product recall action. The supplier must identify the goods supplied in such a way that they are permanently recognisable as his products. The supplier must complete a quality control of appropriate type and scope which complies with the latest technical standards and submit evidence of them on request. If we consider it necessary, a corresponding quality assurance agreement will be drawn up with the supplier. This will not affect aforementioned demands. The supplier must also take out an insurance against all risks concerning product liability at a sum to be agreed on and submit the insurance policy to us on request.
- 8.9 The supplier is responsible for ensuring that all persons contracted or charged to complete work defined in the order who access our premises or construction sites and ships under our supervision have been instructed on and observe the applicable procedural regulations and guidelines, particularly the safety regulations for external companies submitted to the supplier in writing and the instructions linked with them when they enter our premises or constructions sites or ships under our supervision.

9. Industrial Property Rights

- 9.1 The supplier guarantees that all goods supplied are free of third party industrial property rights and, in particular, do not violate patents, licenses or other third party industrial property rights as a result of delivery and sampling the delivered goods.
- 9.2 The supplier holds us and our customers harmless from any claims from third parties in respect of violations of industrial property rights.
- 9.3 We are entitled to effectuate the approval for use of the delivered items and work performance in question from those entitled at the cost of the supplier.

10. Final Provisions

- 10.1 In the event one or more of the provisions in this General Terms and Conditions of Purchase becomes legally invalid or unenforceable, the validity of the remaining provisions will remain unaffected.
- 10.2 The supplier is obliged to treat all commercial and technical information that is not considered public knowledge which becomes known to him as a result of the business relationship as strictly confidential and prevent access to it by third parties. He must bind his subcontractors to the corresponding obligation.
- 10.3 The supplier is not entitled to transfer the order to third parties without our prior written consent.
- 10.4 Tools, samples, drawings and other aids produced in order to complete the order and charged by the supplier in a separate invoice become our property at the moment of production. The transfer is replaced by the supplier storing them for us free of charge; they may only be used to fulfil our order and must be transferred to us immediately on request after the contract has been concluded or in the event of delivery problems. The supplier must have clearly identified the above items as our property and third parties who assert claims to them must be instructed of our property rights. We must be informed immediately should such an event occur. Intervention costs will be charged to the supplier. The supplier is obliged to service, maintain and clear signs of normal wear and tear on the aforementioned items; the costs involved for this are settled in the purchase price of the item. If the supplier charges a subcontractor to fulfil our order by the manufacture of tools and samples, the supplier transfers his claims in respect of the subcontractor for assigning the tools and samples to us.
- 10.5 The supplier is not authorised to transfer his assignments in respect of us without our prior written approval, which will not be unduly withheld.
- 10.6 We will treat personal data related to the supplier in accordance with the Federal Data Protection Act.
- 10.7 The supplier is obliged to notify us in writing as to which components, assemblies, devices, installations etc. are subject to exportation and re-exportation certificates in accordance with the foreign economic regulations of the Federal Republic of Germany.
- 10.8 If nothing else is specifically agreed, the place of fulfilment for delivery/work obligations is the point of delivery or use stipulated by us; for all other obligations, Nordenham.
- 10.9 Where the supplier is a businessman, our place of business is the place of jurisdiction; we are entitled, however, to institute proceedings against the supplier at his court of residence.
- 10.10 The law of the Federal Republic of Germany applies under exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods dated 11.04.1980. If the English legal meaning of words, expressions and the like used in this General Terms and Conditions of Purchase differs from the German legal meaning, the German meaning shall prevail.